

EXHIBIT 7

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T-555 P.002/011 F-958

1 JEFFREY N. BROWN (CA SEN 105520)
 2 MORGAN, LEWIS & BOCKIUS LLP
 3 300 South Grand Avenue
 Twenty-Second Floor
 4 Los Angeles, CA 90071-3132
 Tel: (213) 612-2500
 Fax: (213) 612-2554

5 ANN A. BYUN (CA SEN 161593)
 6 MORGAN, LEWIS & BOCKIUS LLP
 1701 Market Street
 Philadelphia, PA 19103
 7 Tel: (215) 963-5000
 Fax: (215) 963-5299

8 Attorneys for Plaintiff
 9 LG.PHILIPS LCD CO., LTD.

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

12 LG.PHILIPS LCD CO., LTD.,

13 Plaintiff,

14 vs.

15 TATUNG CO. OF AMERICA,
 16 TATUNG COMPANY AND CHUNGHWA
 17 PICTURE TUBES, LTD.,

18 Defendants.

19 Case No.

20 COMPLAINT FOR PATENT
 INFRINGEMENT

[DEMAND FOR JURY TRIAL]

ENTERED ON ICMS

SEP - 3 2002

21 Plaintiff LG.Philips LCD Co., Ltd. ("LG"), by its
 22 undersigned attorneys, complains of Defendants and alleges as
 23 follows:

24 JURISDICTION AND VENUE

25 1. This is an action for patent infringement, arising
 26 under the patent laws of the United States, Title 35 of the
 27 United States Code, § 1, et seq. This court has jurisdiction
 28

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T-555 P.003/011 F-958

1 over the subject matter of this action pursuant to Title 28 of
2 the United States Code, §§ 1331 and 1338(a).

3 2. Venue is proper in this judicial district under Title
4 28 of the United States Code, §§ 1391(b), 1391(c), 1391(d) and
5 1400(b).

6 PARTIES

7 3. Plaintiff LPL is a corporation organized under the laws
8 of the Republic of Korea having a place of business located in
9 Seoul, Korea.

10 4. LPL is informed and believes, and on that basis
11 alleges, that Defendant Tatung Co. of America ("Tatung America")
12 is a corporation existing under the laws of the State of
13 California having a place of business located at 2850 El Presidio
14 Street, Long Beach, California.

15 5. LPL is informed and believes, and on that basis
16 alleges, that Defendant Tatung Company ("Tatung") is a
17 corporation existing under the laws of Taiwan and is the parent
18 company of Tatung America.

19 6. LPL is informed and believes, and on that basis
20 alleges, that Defendant Chunghwa Picture Tubes, Ltd. ("CPT") is a
21 corporation existing under the laws of Taiwan and is a subsidiary
22 of Defendant Tatung. LPL is informed and believes, and on that
23 basis alleges, that CPT maintains a sales office at 550 Nutman
24 Street, Santa Clara, California.

25 LPL'S PATENTS-IN-SUIT

26 7. LPL is the owner by assignment of all rights, title and
27 interest in and to United States Patent No. 4,624,737 ("the '737
28 patent"), issued on November 25, 1986, entitled "Process for

08-11-02

15:06

From-

T-555 P.004/011 F-959

Producing Thin-Film Transistor." A true and correct copy of the '737 patent is attached hereto as Exhibit "A."

8. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 5,875,449 ("the '449 patent"), issued on October 20, 1998, entitled "Liquid Crystal Display Device and Method of Manufacturing the Same." A true and correct copy of the '449 patent is attached hereto as Exhibit "B."

9. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 6,373,537 ("the '537 patent"), issued on April 16, 2002, entitled "Computer Having Liquid Crystal Display Between Frames Attached at the Edges." A true and complete copy of the '537 patent is attached as Exhibit "C."

10. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 6,020,942 ("the '942 patent"), issued on February 1, 2000, entitled "Computer Having Liquid Crystal Display." A true and complete copy of the '942 patent is attached as Exhibit "D."

11. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 6,064,457 ("the '457 patent"), issued on December 14, 1999, entitled "Computer Having Liquid Crystal Display." A true and complete copy of the '457 patent is attached as Exhibit "E."

12. LPL is the owner by assignment of all rights, title and interest in and to United States Patent No. 5,926,237 ("the '237 patent"), issued on July 20, 1999, entitled "Computer Having

09-11-02

15:06

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T-555 P.005/011 F-959

1 Liquid Crystal Display." A true and complete copy of the '237
2 patent is attached as Exhibit "F."

3 DEFENDANTS' INFRINGEMENT OF LPL'S PATENTS

4 13. LPL is informed and believes, and on that basis
5 alleges, that Defendant CPT manufactures liquid crystal display
6 ("LCD") panels that infringe LPL's patents as set forth in the
7 claims that follow, and that at least Tatung incorporates those
8 LCD panels into computer products, such as monitors. LPL is
9 informed and believes, and on that basis alleges, that at least
10 Tatung America, Tatung's sales and distribution subsidiary,
11 imports into and sells in the United States, including within
12 this judicial district, computer products that include such CPT
13 LCD panels.

14 14. LPL is informed and believes, and on that basis
15 alleges, that CPT maintains a sales representative in California,
16 has demonstrated and offered for sale LCD products in this
17 judicial district, and sells to California customers LCD panels
18 (and/or products with LCD panels incorporated therein) that
19 infringe LPL's patents as set forth in the claims that follow.

20 15. LPL is informed and believes, and on that basis
21 alleges, that Tatung, Tatung America, and CPT are working in
22 concert to import and sell in the United States infringing LCD
23 panels (and/or products with infringing LCD panels incorporated
24 therein).

25 FIRST CLAIM FOR RELIEF

26 (INFRINGEMENT OF THE '737 PATENT)

27 16. LPL incorporates by this reference paragraphs 1 through
28 15 above, as though fully set forth herein.

1 17. Defendants have infringed and are infringing the '737
2 patent by making, using, selling, offering for sale and/or
3 importing into the United States products manufactured by a
4 process covered by one or more claims of the '737 patent, by
5 actively inducing and encouraging others to do so and/or by
6 contributing to such infringement.

7 18. Defendants have infringed and are infringing the '737
8 patent with knowledge of LPL's patent rights and without a
9 reasonable basis for believing that Defendants' conduct is
10 lawful. Defendants' acts of infringement have been willful,
11 deliberate, and in reckless disregard of LPL's patent rights, and
12 will continue unless enjoined by this Court.

13 19. By reason of the foregoing, LPL has been damaged and
14 will continue to sustain damages in an amount to be determined at
15 trial and has suffered and will continue to suffer irreparable
16 loss and injury.

17 SECOND CLAIM FOR RELIEF

18 (INFRINGEMENT OF THE '449 PATENT)

19 20. LPL incorporates by this reference paragraphs 1 through
20 15 above, as though fully set forth herein.

21 21. Defendants have infringed and are infringing the '449
22 patent by making, using, selling, offering for sale and/or
23 importing into the United States products covered by one or more
24 claims of the '449 patent, by making, using, selling, offering
25 for sale and/or importing into the U.S. products manufactured by
26 a process covered by one or more claims of the '449 patent, by
27 actively inducing and encouraging others to do so and/or by
28 contributing to such infringement.

1 22. Defendants have infringed and are infringing the '449
2 patent with knowledge of LPL's patent rights and without a
3 reasonable basis for believing that Defendants' conduct is
4 lawful. Defendants' acts of infringement have been willful,
5 deliberate, and in reckless disregard of LPL's patent rights, and
6 will continue unless enjoined by this Court.

7 23. By reason of the foregoing, LPL has been damaged and
8 will continue to sustain damages in an amount to be determined at
9 trial and has suffered and will continue to suffer irreparable
10 loss and injury.

11 THIRD CLAIM FOR RELIEF

12 (INFRINGEMENT OF THE '537 PATENT)

13 24. LPL incorporates by this reference paragraphs 1 through
14 15 above, as though fully set forth herein.

15 25. CPT has infringed and is infringing the '537 patent by
16 making, using, selling, offering for sale and/or importing into
17 the United States products covered by one or more claims of the
18 '537 patent, by actively inducing and encouraging others to do so
19 and/or by contributing to such infringement.

20 26. CPT has infringed and is infringing the '537 patent
21 with knowledge of LPL's patent rights and without a reasonable
22 basis for believing that its conduct is lawful. CPT's acts of
23 infringement have been willful, deliberate, and in reckless
24 disregard of LPL's patent rights, and will continue unless
25 enjoined by this Court.

26 27. By reason of the foregoing, LPL has been damaged and
27 will continue to sustain damages in an amount to be determined at
28

1 trial and has suffered and will continue to suffer irreparable
2 loss and injury.

3 FOURTH CLAIM FOR RELIEF

4 (INFRINGEMENT OF THE '942 PATENT)

5 28. LPL incorporates by this reference paragraphs 1 through
6 15 above, as though fully set forth herein.

7 29. CPT has infringed and is infringing the '942 patent by
8 making, using, selling, offering for sale and/or importing into
9 the United States products covered by one or more claims of the
10 '942 patent, by actively inducing and encouraging others to do so
11 and/or by contributing to such infringement.

12 30. By reason of the foregoing, LPL has been damaged and
13 will continue to sustain damages in an amount to be determined at
14 trial and has suffered and will continue to suffer irreparable
15 loss and injury.

16 FIFTH CLAIM FOR RELIEF

17 (INFRINGEMENT OF THE '457 PATENT)

18 31. LPL incorporates by this reference paragraphs 1 through
19 15 above, as though fully set forth herein.

20 32. CPT has infringed and is infringing the '457 patent by
21 making, using, selling, offering for sale and/or importing into
22 the United States products covered by one or more claims of the
23 '457 patent, by actively inducing and encouraging others to do so
24 and/or by contributing to such infringement.

25 33. CPT has infringed and is infringing the '457 patent
26 with knowledge of LPL's patent rights and without a reasonable
27 basis for believing that its conduct is lawful. CPT's acts of
28 infringement have been willful, deliberate, and in reckless

08-11-02 15:07 From-

T-555 P.009/011 F-959

disregard of LPL's patent rights, and will continue unless enjoined by this Court.

34. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

SIXTH CLAIM FOR RELIEF

(INFRINGEMENT OF THE '237 PATENT)

35. LPL incorporates by this reference paragraphs 1 through 15 above, as though fully set forth herein.

36. CPT has infringed and is infringing the '237 patent by making, using, selling, offering for sale and/or importing into the U.S. products manufactured by a process covered by one or more claims of the '237 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

37. CPT has infringed and is infringing the '237 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that its conduct is lawful. CPT's acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

38. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

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T-555 P.010/011 F-959

PRAYER FOR RELIEF

WHEREFORE, Plaintiff LPL prays for relief against Defendants Tatung America, Tatung and CPT as follows:

1. For a judgment that Defendants have infringed LPL's United States Patent Nos. 4,624,737 and 5,825,449;

2. For a judgment that CPT has also infringed LPL's U.S. Patent Nos. 6,373,537, 6,020,942, 6,002,457, and 5,926,237;

3. For preliminary and permanent injunctive relief against Defendants' further infringement of LPL's United States patents;

4. For an award of damages for Defendants' infringement of LPL's patents, together with interest, costs and disbursements as fixed by this Court under Title 35 of the United States Code § 284;

5. For a determination that Defendants' infringement is willful, and an award of trebled damages under Title 35 of the United States Code § 284, for infringement of LPL's patents;

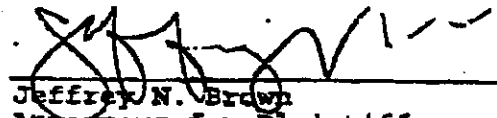
6. For a determination that this is an exceptional case within the meaning of Title 35 of the United States Code § 285 and an assessment of LPL's reasonable attorneys' fees; and

7. For such other and further relief as the Court deems just and proper.

Dated: August 29, 2002

MORGAN, LEWIS & BOCKIUS LLP

By


Jeffrey N. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.

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JURY TRIAL DEMAND

Plaintiff LG.Philips LCD Co., Ltd. hereby demands a trial by jury on all issues properly triable by jury.

Dated: August 29, 2002

MORGAN, LEWIS & BOCKIUS LLP

By

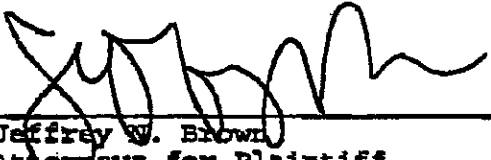

Jeffrey W. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.

EXHIBIT 8

PATENT LICENSE AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

DEFINITIONS

1.2 "Licensee Subsidiary" shall mean any company, corporation or other business entity controlled either directly or indirectly by Licensee, or Licensee's parent company if the Licensee is itself a subsidiary, through ownership or control of fifty percent or more of voting stock or other voting interest. Provided, however, that in any country where the Licensee or its parent company is not permitted by law to own fifty percent (50%) or more of the voting stock or other voting interest of a local company, then such local company shall be deemed a subsidiary for purposes of this Agreement if the Licensee or its parent company owns the maximum voting stock or other voting interest that a foreign investor may own and if the business activities of the local company are substantially controlled by the Licensee or its parent company. Aforementioned company shall be deemed to be a Subsidiary only so long as such a direct or indirect ownership or control of shares exists between the Licensee and such company, corporation or other business entity.

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1.3 "LG.Philips Subsidiary" shall mean any company, corporation or other business entity controlled either directly or indirectly by LG.Philips through ownership or control of fifty percent or more of voting stock or other voting interest. Provided, however, that in any country where LG.Philips is not permitted by law to own fifty percent (50%) or more of the voting stock or other voting interest of a local company, then such local company shall be deemed a subsidiary for purposes of this Agreement if LG.Philips owns the maximum voting stock or other voting interest that a foreign investor may own and if the business activities of the local company are substantially controlled by LG.Philips. Aforementioned company shall be deemed to be a Subsidiary only so long as such a direct or indirect ownership or control of shares exists between LG.Philips and such company, corporation or other business entity.

1.4 "Licensed Patents" shall mean all classes or types of patents (except design patents), utility models and applications, related to Licensed Products, in all countries of the world, which are issued, published or filed prior to the date of expiration or termination of this Agreement, (i) which are now wholly owned or may hereafter during the term of this Agreement be wholly owned by LG.Philips or its Subsidiaries; or (ii) under which LG.Philips or its Subsidiaries may have or may hereafter during the term of this Agreement acquire the right to grant licenses to Licensee of the scope granted herein, provided however that such grant, or the exercise of rights under such grant, will not result in the payment of royalties or other consideration by LG.Philips or its Subsidiaries to third parties (except for payments to Subsidiaries of LG.Philips or payments to third-parties for inventions developed at or by LG.Philips or its Subsidiaries).

1.5 "Licensee Patents" shall mean all classes or types of patents (except design patents), utility models and applications, related to Licensed Products, in all countries of the world, which are issued, published or filed prior to the date of expiration or termination of this Agreement, (i) which are now wholly owned or may hereafter during the term of this Agreement be wholly owned by Licensee or its Subsidiaries; or (ii) under which Licensee or its Subsidiaries may have or may hereafter during the term of this Agreement acquire the right to grant licenses to LG.Philips of the scope granted herein, provided however that such grant, or the exercise of rights under such grant, will not result in the payment of royalties or other consideration by Licensee or its Subsidiaries to third parties (except for payments to Subsidiaries of Licensee or payments to third-parties for inventions developed at or by Licensee or its Subsidiaries).

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1.6 "LCD Module" shall mean an LCD display unit comprising at a minimum a display panel, driving circuits, interconnects, and a chassis. The display panel may or may not include a light source unit.

1.7 "LCD Panel" shall mean a display panel adapted to include at least a layer of liquid crystal.

1.8 "Licensed Product" shall mean any and all of the following:

- (a) LCD Module; and
- (b) LCD Panel;

1.9 "Net Selling Price" shall mean the invoice price for a Licensed Product which is manufactured and sold in an arm's length transaction by Licensee or its Subsidiaries without any deductions other than (1) insurance fees, packing and transportation charges as invoiced separately to Licensee's customers; (2) sales returned; and (3) duties and sales taxes actually incurred and paid by Licensee in connection with delivery of such Licensed Product, provided, however that the deductions shall be limited to not more than fifteen percent (15%) of such invoice price. In any transfer of Licensed Products between Licensee and one of its Subsidiaries, the Net Selling Price shall be deemed to be equal to the average Net Selling Price as defined above for the same or equivalent Licensed Product sold in arm's length transaction during the current accounting period. In the event that non-monetary consideration is received for any Licensed Products, Net Selling Price with respect to such Licensed Products shall be calculated based on the average Net Selling Price for the same or equivalent Licensed Product sold in an arm's length transaction during the current accounting period.

1.10 "Running Royalty(ies)" shall mean the running royalty per unit of the Licensed Products used, sold, imported, leased or otherwise disposed of by Licensee and/or any of its subsidiaries.

ARTICLE 2

RELEASES

2.1 Subject to the obligation of Licensee to make the payment as specified in Article 4.2, LG-Philips hereby releases, acquits and discharges Licensee and its Subsidiaries,

Patent License Agreement

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T-069 P.005/015 F-126

and their customers forever from any and all claims or liability for infringement or alleged infringement of any Licensed Patents, which may have occurred prior to the Effective Date within the scope of the licenses granted in Article 3.1 hereof.

2.2 Licensee hereby releases, acquits and discharges LG.Philips and its Subsidiaries, and their customers forever from any and all claims or liability for infringement or alleged infringement of any Licensee Patents, which may have occurred prior to the Effective Date within the scope of the licenses granted in Article 3.5 hereof.

ARTICLE 3

LICENSES

3.1 Subject to the terms and conditions of this Agreement, including the obligation of Licensee to make the payments as specified in Article 4.1 and Article 4.2, LG.Philips hereby grants to Licensee, for the term of this Agreement, a non-exclusive, non-transferable license throughout the world under Licensed Patents to make, use, lease, sell, offer for sale, import, or otherwise dispose of Licensed Products. The license granted herein under Licensed Patents shall not extend to having Licensed Products made for Licensee by any entity other than Licensee (and its Subsidiaries, provided Licensee pays the royalties on such products).

3.2 The license granted herein shall include a sublicense to Licensee's Subsidiaries identified in Appendix A, which are Licensee's Subsidiaries as of the Effective Date of this Agreement. Licensee shall pay and account to LG.Philips for royalties hereunder with respect to the exercise by any Subsidiary of Licensee of the sublicense granted to it hereunder. Sublicenses will be granted to additional Subsidiaries of Licensee during the term of this Agreement upon receipt by LG.Philips of written notices from Licensee setting forth the names and addresses of such additional Subsidiaries to be covered by this Agreement, provided each such notice is given before any sales of Licensed Products by the Subsidiary named therein. Each Subsidiary sublicensed under this Agreement shall be bound by the terms and conditions of this Agreement as if it were named herein in the place of Licensee. Licensee represents to LG.Philips that it has the power to bind each such Subsidiary to the terms and conditions of this Agreement and agrees to take whatever action is necessary to legally bind such Subsidiaries. The sublicense granted to a Subsidiary shall terminate on the date such Subsidiary ceases to be a Subsidiary.

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T-009 P.006/015 F-126

3.3 Licensee expressly represents that its Subsidiaries identified in Appendix A include all of Licensee's Subsidiaries as of the Effective Date of this Agreement.

3.4 Except as set forth in Article 3.2, Licensee has no right to sublicense third parties under this Agreement.

3.5 Licensee hereby grants to LG.Philips and its Subsidiaries, for the term of this Agreement, a non-exclusive, non-transferable license throughout the world under Licensee Patents to make, use, lease, sell, offer for sale, import, or otherwise dispose of Licensed Products. The license granted herein under Licensee Patents shall not extend to having Licensed Products made for LG.Philips or its Subsidiaries by any entity other than LG.Philips and its Subsidiaries.

3.6 No license is granted to Licensee by LG.Philips in this Article 3.0, either directly or by implication, estoppel, or otherwise, other than under the Licensed Patents.

3.7 In the event that neither a party nor any of its Subsidiaries has the right to grant a license of the scope set forth herein under any particular patent, utility model, or application that falls within the definition of Licensed Patents or Licensee Patents, then the license granted herein under such patent, utility model, or application shall be of the broadest scope which the licensing party or any of its Subsidiaries has the right to grant.

3.8 Notwithstanding anything to the contrary contained herein, in the event that either party or any of its Subsidiaries has or obtains rights to any particular patent, utility model, or application that would be included within the Licensed Patents or Licensee Patents but for the fact that such a license would require the party granting such license to make payments to a third party, such patent, utility model, or application shall be included within the Licensed Patents or Licensee Patents, as the case may be, if the party to whom such would be licensed under this Agreement agrees in a separate written agreement to be bound by, and protect such grantor against, those payment obligations.

ARTICLE 4

ROYALTIES

4.1 In consideration of the licenses and rights granted by LG.Philips and the licenses and rights granted by Licensee under Article 3.0, Licensee agrees to pay to

Patent License Agreement

LG.Philips Running Royalties for all Licensed Products used, sold, imported, leased or otherwise disposed of by Licensee and/or any of its Subsidiaries during the term of this Agreement as follows:

(a) In the event that Licensee or one of its Subsidiaries manufactures and sells a Licensed Product to any third party, or Licensee transfers a Licensed Product to one of its subsidiaries or vice versa, the Running Royalty shall be calculated at the rate 2.5% of the Net Selling price of the Licensed Product; or

(b) In the event that the Licensee or one of its Subsidiaries incorporates a Licensed Product into a display, computer, personal digital assistant, portable information terminal, projector or any other product ("Used"), the Running Royalty shall be calculated at the rate of 2.5% of the average Net Selling Price of the same Licensed Product which the Licensee or its Subsidiary transfers to a third party other than one of Subsidiaries of the Licensee or the Licensee during the current accounting period.

(c) Running Royalties shall accrue at the time when each of the following occurs:

(i) In the event that a Licensed Product is sold (as evidenced by the applicable invoice or bill) or disposed of by either Licensee or any of its Subsidiaries to a third party without being Used (as defined in Article 4.1(b) hereof), at the time of the sale or the disposal, regardless of whether any payment is received by the Licensee or a Subsidiary of the Licensee sublicensed hereunder; or

(ii) In the event that a Licensed Product is Used (as defined in Article 4.1(b) hereof) before being transferred, sold or disposed of by either Licensee or any of its Subsidiaries to a third party, at the time when the Licensed Product is Used for the first time.

4.2 In additional consideration for the release granted by LG.Philips and the release granted by Licensee under Article 2.0, Licensee agrees to pay to LG.Philips the sum of _____ within forty five (45) days of the Effective Date

ARTICLE 5

REPORTS, PAYMENTS, AND RECORDS

Patent License Agreement

5.1 Within forty-five (45) days after the end of each March, June, September and December following the Effective Date, Licensee shall furnish to LG.Philips a written royalty report showing product type (for example, module, panel, driver, etc), brand name, model number, Net Selling Price, quantity, and total royalty due of each Licensed Product made, used, sold, imported or otherwise disposed by Licensee and any of its Subsidiaries during the preceding calendar quarter and the computation of the total amounts of royalties payable pursuant to Article 4.1 hereof in accordance with the format with which LG.Philips provides. Within sixty (60) days after the end of each accounting period as specified in Article 5.4 below, Licensee shall pay to LG.Philips the royalties due and payable under this Agreement for each such quarterly period to the account referred to in Article 11.3 (or such other account as LG.Philips shall from time to time indicate in writing to Licensee). Charges and expenses incurred by the payment of royalties or their remittance shall be borne by Licensee.

5.2 Licensee's royalty report shall be certified by an officer of Licensee or by a designee of such officer to be correct to the best of Licensee's knowledge and information.

5.3 A Licensed Product shall be considered sold when invoiced, or if not invoiced, delivered to a third party by Licensee or its Subsidiary or otherwise disposed of or put into use by the Licensee or its Subsidiary.

5.4 An accounting period shall end on the last day of each March, June, September and December during the term of this Agreement. The first accounting period under this Agreement shall be for a period commencing as of the Effective Date of this Agreement.

5.5 Licensee shall bear and pay all taxes imposed with respect to the payments under Article 4.0.

5.6 Licensee shall pay royalties and other sums of money due hereunder in United States dollars. Any royalties for an accounting period computed on invoiced amounts in currencies other than United States dollars shall be converted directly into United States dollars without intermediate conversion to any other currency at the rate of conversion published by the Wall Street Journal on the date on which the remittance is made by Licensee.

5.7 Licensee shall be liable for interest at a rate of ten percent (10.0%) on any overdue royalty or other payment set forth in Article 4.0 herein, commencing on the date such royalty or other payment becomes due. If such interest rate exceeds the maximum legal rate in the jurisdiction where a claim therefor is being asserted, the interest rate shall be reduced to such maximum legal rate. Notwithstanding the

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T-058 P 039/0-3 F-126

foregoing provision for interest, LG.Philips may terminate this Agreement by giving written notice if such royalty or other payment is not paid beyond ninety (90) days after the end of a calendar quarter.

5.8 The Licensee shall keep, and the Licensee shall cause the Subsidiaries of the Licensee to keep, accurate and complete records and books of account containing regular entries in accordance with the GAAP consistently applied for the purpose of calculating Running Royalties and making royalty reports pursuant to Article 5.1. All the records and books of account relating to a particular fiscal year of the Licensee and such Subsidiaries shall be retained for a period of five (5) years following the close of such fiscal year. All records and books of account shall contain all information necessary to calculate Running Royalties hereunder and to determine the accuracy of the royalty reports. LG.Philips shall have the right (which it may not exercise more than once for each year) to cause such records and books of account to be audited by an independent public accounting firm selected by LG.Philips at its sole discretion among any independent public accounting firms which have offices in the Republic of China and a law firm selected by LG.Philips for the sole purpose of determining the accuracy of reports and calculations of Running Royalties. Such audits shall be made during normal business hours of the Licensee or such Subsidiaries and with at least fifteen (15) day prior notice. All information disclosed to or obtained by the independent public accounting firm and the law firm during such audit shall not be disclosed to anyone including LG.Philips (except as required by law or by any governmental agency or tribunal, and except as may be necessary or proper in connection with any dispute or proceeding relating to this Agreement) and shall be held in strictest confidence, except that the independent public accounting firm and the law firm may disclose to LG.Philips whether a discrepancy in Running Royalty payments has been found, the amount of the discrepancy involved, and the circumstance of the discrepancy, including the basis upon which the discrepancy is determined. In the event such audit reveals that the Licensee underpaid or under-reported Running Royalties due LG.Philips, the Licensee shall promptly upon demand pay to LG.Philips the deficiency and interest thereon under Article 5.7, and if such deficiency is in excess of five percent (5%) of the amount actually due, the Licensee shall pay to LG.Philips, in addition to the deficiency and interest set forth hereinabove, an amount equivalent to ten percent (10%) of the Running Royalties of the deficiency that should have been paid to LG.Philips as a penalty. The Licensee also upon demand from LG.Philips shall reimburse LG.Philips for the costs and expenses incurred in conducting such audit, if the deficiency is more than 5%.

5.9 Within forty-five (45) days after the execution of this Agreement, Licensee shall pay to LG.Philips the sum provided in Article 4.2. In any case, this sum is not refundable and is not creditable toward royalties set forth in this Article 4.1.

Patent License Agreement

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ARTICLE 6

TERM

6.1 The term of this Agreement shall be five (5) years from the Effective Date of this Agreement, unless earlier terminated as provided for in Article 7.1 and 7.2, and shall be automatically renewed for periods of five (5) years thereafter unless either party gives written notice to the other party at least one (1) month prior to the expiration of such periods.

6.2 Each party shall give their best efforts to obtain any government approval required under this Agreement.

ARTICLE 7

TERMINATION

7.1 If Licensee at any time during the term of this Agreement shall be in breach or default of any of the obligations under this Agreement, LG.Philips may terminate this Agreement by giving written notice to Licensee. Said termination shall become effective on the sixtieth (60th) day after mailing of such notice if Licensee shall not prior thereto have cured such breach or default. If this Agreement is so terminated, all rights of the Licensee under this Agreement shall forthwith cease.

7.2 Either party may at its option terminate this Agreement upon the insolvency, bankruptcy or combination with creditors by Licensee.

7.3 Notwithstanding any provision of this Agreement, the following rights and obligations shall survive any expiration or termination of this Agreement:

- (1) The provisions of Articles 5.8, 8.1, 8.2, 9.1, and 10.1; and
- (2) Licensee's obligation to pay any unpaid royalties and any interest on such unpaid royalties.

Patent License Agreement

ARTICLE 8**ASSIGNMENTS**

8.1 Neither this Agreement nor any rights or licenses granted or extended hereunder may be assigned, extended or otherwise transferred by either of the parties hereto, nor shall they inure to the benefit of any trustee in bankruptcy, receiver or other successor of such party whether by operation of law or otherwise, without the written consent of the other party. Any assignment or transfer without such consent shall be null and void, and shall constitute a breach of this Agreement.

8.2 In the event that either party is acquired by or merged with or into another company or entity, the licenses and releases granted herein shall not extend to any operations or activities of such other company or entity (whether preexisting or later created) with which either party is or becomes combined, merged, or otherwise grows unnaturally.

ARTICLE 9**CONFIDENTIALITY/RESTRICTED COMMUNICATIONS**

9.1 Other than revealing the existence of this Agreement, neither party shall divulge the terms and conditions of this Agreement, nor the contents of any discussions or negotiations leading up to this Agreement, to any third party except as required by law or upon the written consent of the other party. This consent will not be unreasonably withheld.

9.2 Licensee agrees that, during the term of this Agreement, Licensee shall not challenge the validity or enforceability of, nor assist or encourage any other person in challenging the validity or enforceability of, any of the Licensed Patents. Any breach of this provision is agreed to be a material breach of this Agreement for which an inadequate remedy would be available at law justifying injunctive relief in addition to any other remedies available to LG Philips (including those provided in Article 7.1).

Patent License Agreement

ARTICLE 10**APPLICABLE LAW**

10.1 This Agreement (and any dispute controversy, proceedings, or claim of whatever nature arising out of or in any way relating to this Agreement) shall be governed by and construed in accordance with the laws of the Republic of Korea. All disputes, controversies, or differences which may arise between the parties out of or in relation to or in connection with the Agreement, shall finally settled by arbitration in Seoul, Korea in accordance with the Commercial Arbitration Rules of the Korean Commercial Arbitration Board and under the laws of Korea. The award rendered by arbitration shall be final and binding upon the parties hereto, and may be entered in any court having jurisdiction hereof.

ARTICLE 11**NOTICES AND OTHER COMMUNICATIONS**

11.1 The Licensee shall state, and shall cause its Subsidiaries to state, in its or their product brochures, catalogs, and promotional and sales materials for the Licensed Products to the effect that the Licensed Products sold by the Licensee or the Subsidiary of the Licensee are made under license of the patents owned by LG.Philips, and shall furnish to LG.Philips a copy of each such product brochure or material.

11.2 All notices and other communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, prepaid airmail, prepaid air express or by facsimile (confirmed by registered or certified air mail) and shall be effective on the date of receipt by the addressee. Such notice or communication shall be mailed to:

If to LG.Philips:

[INSERT CONTACT INFORMATION]

Patent License Agreement

12/05/2002 08:22 +886225915185
LN-12-2002 03:25AM FROM-TATUNG CO

+886 2 25915185 T-069 P 013/015 F-126

If to Licensee:

[INSERT CONTACT INFORMATION]

11.3 All payments set forth in Article 4.0 of this Agreement shall be paid via bank wire transfer to:

[INSERT BANK INFORMATION]

ARTICLE 12

MISCELLANEOUS

12.1 Nothing contained in this Agreement shall be construed as:

- (a) a warranty or representation by either of the parties to this Agreement as to the validity or scope of any Licensed Patents or Licensee Patents; or
- (b) a warranty or representation that any manufacture, sale, lease, import, use or other disposition of Licensed Products hereunder will be free from infringement of any intellectual property right of third parties; or
- (c) an obligation to bring or prosecute actions or suits against third parties for infringement of any patent or conferring any right to bring or prosecute actions or suits against third parties for infringement of any patent; or
- (d) conferring any right to use in advertising, publicity, or otherwise, any trademark, trade name or corporate name, or any contraction, abbreviation or simulation thereof, of either party or its Subsidiaries; or
- (e) conferring upon either party or its Subsidiaries any obligation to file any patent application or to secure any patent or maintain any patent in force; or
- (f) an obligation on the part of either party to furnish any technical information, know-how or trade secrets to the other party.

12.2 EACH PARTY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE PATENTS LICENSED HEREUNDER, INCLUDING

Patent License Agreement

12/06/2002 08:22 +886225915185

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+886 2 25915185

T-069 P 014/015 F-126

WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.3 Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

ARTICLE 13

ENTIRE AGREEMENT

13.1 This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof, and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement.

13.2 No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date written below.

LG Philips LCD Co. Ltd.

Licensee

By: _____

By: _____

Name: _____

Name: _____

Patent License Agreement

12/05/2002 08:23 +886225915185

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T-069 P.015/0 5 F-128

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT 9

REDACTED